504419295 06/19/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
JOSEPH FITZGERALD	06/07/2017

## **RECEIVING PARTY DATA**

Name:	FORESPAR PRODUCTS CORPORATION	
Street Address:	22322 GILBERTO	
City:	RANCHO SANTA MARGARITA	
State/Country:	CALIFORNIA	
Postal Code:	92688	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8689717

## **CORRESPONDENCE DATA**

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Address Line 1: 176 FEDERAL STREET, 5TH FLOOR Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	JESSICA L DAVIS	
SIGNATURE:	/Jessica L Davis/	
DATE SIGNED:	06/19/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

## **Total Attachments: 2**

source=Fitzgerald to Forespar Assignment dated June 7, 2017#page1.tif source=Fitzgerald to Forespar Assignment dated June 7, 2017#page2.tif

**PATENT** REEL: 042745 FRAME: 0294 504419295

## PATENT ASSIGNMENT AND ACQUISTION AGREEMENT

This Patent Assignment and Acquisition Agreement ("Patent Assignment") is made by and between Joseph Fitzgerald ("Fitzgerald") and Forespar Products Corp., a California corporation, with offices located at 22322 Gilberto, Rancho Santa Margarita, California 92688 ("Forespar") regarding U.S. Patent Application Nos. 61/200,118 and 12/591,662 titled "Emergency Repair Plug to Slow Down Water Inflow Thorough an Opening" (the "Patent Applications") which issued as U.S. Patent No. 8,689,717 (the "Issued Patent") on April 8, 2014.

WHEREAS, Fitzgerald invented one or more inventions disclosed and/or claimed in the Patent Applications and/or Issued Patent (the "Inventions");

WHEREAS, Forespar, together with its successors and assigns, desires to acquire all of Fitzgerald's rights, title and interest in and to the Inventions and to the Patent Applications and Issued Patent.

NOW, THEREFORE, the parties agree as follows:

- 1. For the good and valuable consideration from Forespar to Fitzgerald described in Paragraph 2, the receipt and adequacy of which are hereby acknowledged, Fitzgerald hereby irrevocably conveys, transfers and assigns to Forespar, its lawful successors and assigns, and Forespar accepts, all of Fitzgerald's rights, title, and interest in and to the Inventions, the Issued Patent, to all existing or future related applications and any resulting patents thereof in the United States or any other jurisdiction in the world (collectively, "Related Applications") for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to his contractual and ownership interest in Artelier Studio, LLC currently doing business as TruPlug (including Related Applications referred to as the "Acquired Assets")
- 2. For the conveyance, transfer, and assignment from Fitzgerald to Forespar described in Paragraph 1, the receipt and adequacy of which are hereby acknowledged, Forespar will pay Fitzgerald the sum of US \$6,600 and forgive all current indebtedness of US \$3,400 from Fitzgerald to Forespar ("Consideration") for a total Consideration of US \$10,000.
- 3. Fitzgerald represents and warrants that he did not previously convey any rights, title, or interest in and to the Inventions, the Issued Patent, any Related Applications or any part of the Acquired Assets to any other entity, and has the ability now to convey all of his rights and interests herein assigned.
- 4. This Patent Assignment and its assignment and sale of the Acquired Assets inures to the benefit of Forespar and its successors, assigns, and other legal representatives, and is binding on Fitzgerald and his respective heirs, legal representatives, and assigns.
- 5. As part of the Consideration, Fitzgerald shall reasonably assist Forespar and its attorneys in exercising and realizing its interests in the Related Applications and Acquired Assets.

6. Fitzgerald hereby authorizes the Commissioner for Patents in the United States-Patent

Initials: (Fitzgerald)

Initials: PATENT REEL: 042745 FRAME: 0295 and Trademark Office to record and register this Patent Assignment upon request by Forespar. Fitzgerald also agrees to take any actions necessary in connection with the Inventions, the Patent Applications, the Issued Patent, and any Related Applications to effect, evidence, or perfect this Patent Assignment to Forespar.

This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby is governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, we have executed this Patent Assignment on the date(s) indicated below:

Joseph Fitzgerald

Date: CXO O

Scott Foresman on Behalf of Forespar

**PATENT** 

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